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U.S. COURTS
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ATTORNEYS FOR CREDITOR BLACK BEAR, INC.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In the Matter of)	Case No. 96-03050 ACH
)	
SAWTOOTH ENTERPRISES, INC.,)	OBJECTION TO DEBTOR'S MOTION
dba THE BUCKIN' BAGEL,)	SEEKING AUTHORITY TO ASSUME AND
)	ASSIGN LEASE
Debtor.)	
)	

COMES NOW, Black Bear, Inc., an Idaho corporation, by and through its attorneys of record, Manweiler, Bevis & Cameron, P.A., and hereby enters its objection to Debtor's Motion seeking authority to assume and assign that certain Lease of a portion of the premises situated at 200 North 1st Avenue, Ketchum, Idaho. In support of this objection, it is hereby alleged:

1. Black Bear, Inc., is the successor in interest to Don Riddle, landlord in that certain Lease dated June 25, 1993, by and between Don Riddle and Sawtooth Enterprises, Inc., Debtor herein, with respect to the building located at 200 North 1st Avenue, Ketchum, Idaho, and all improvements located thereon excluding the

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improvements located on the rear of the property (the "Leased Premises").


2. Debtor is in default of the terms of the Lease by virtue of its failure to pay late fees in the amount of \$305.07 and rent for the months of December 1996 and January 1997 in the amount of \$2,033.82. Debtor has no ability to perform the obligations under the Lease unless the Court grants Debtor's Motion for Order Approving Sale of Property Free and Clear of Liens. Further, Debtor is unable to perform within the time required by 11 U.S.C. § 365(d)(3).

3. Debtor's Motion proposes that Black Bear's Lease will be assumed by one Timothy Wells. Said Timothy Wells has not contacted Black Bear with respect to either the Leased Premises or the Lease, has not provided adequate proof of his ability to comply with the terms of the Lease, and has not provided Black Bear with adequate assurance of future performance.

Wherefor, Black Bear moves this Court for its order either denying Debtor-in-Possession's Motion for Authority to Assume and Assign its Lease or, in the alternative, for an order requiring assumption and assignment of the Lease only if the requirements of 11 U.S.C. § 365 have first been met.

DATED This 9th day of January, 1997.

MANWEILER, BEVIS & CAMERON, P.A.

By 
Alan D. Cameron
Attorneys for Creditor
Black Bear, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 9th day of January, 1997, I caused to be served a true and correct copy of the foregoing document by the method indicated below, and addressed to the following:

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